

**Contract for Ambulance Services
Between
The Town of Spencer and Spencer Rescue & Emergency Squad, Inc.**

This agreement ("Agreement") is between the Spencer Rescue & Emergency Squad, Inc., a Massachusetts not-for-profit corporation, with a principal place of business located at 6 Bixby Road, Spencer, Massachusetts 01562, hereinafter referred to as "SRES", and the Town of Spencer, a municipality in the Commonwealth of Massachusetts, hereinafter referred to as "Town". The effective date of this Agreement ("Effective Date") shall be July 1, 2013.

RECITALS:

WHEREAS, the Town maintains public safety departments (Police, Fire, Emergency Management) which provide first responder services within the community through appropriately trained and certified personnel but does not provide ambulance services; and

WHEREAS, SRES is licensed to provide and currently provides professional ambulance services, and further, is qualified, licensed, staffed and equipped to provide advanced life support ("ALS") in the Commonwealth of Massachusetts; and

WHEREAS, agreements for ambulance service are exempt from the terms and provisions of Chapter 30B (Section 1) of the General Laws of Massachusetts; and

WHEREAS, the Town and SRES each desire to enter into an agreement ("Agreement") to designate SRES as the primary provider of ambulance services, specifically ALS, for the Town.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Town and SRES, intending to be legally bound, incorporate the above Recitals and agree as follows:

AGREEMENT:

1. Term and Termination. This Agreement shall be for a term of three (3) years ("Term") from July 1, 2013 through June 30, 2016. This Agreement may be extended for an additional three (3) years by mutual, written consent of the parties. This Agreement may be terminated by (a) the Town if after reviewing Operational Statistics under Section 11, the Town makes a determination that SRES is not regularly providing satisfactorily services as outlined under Section 3, upon delivery of written notice to SRES at least six (6) months prior to the Termination date specified in such notice; or (b) by either party for a material breach of the Agreement by the other party if such material breach is not cured within thirty (30) days of receipt of a written notice ("Breach Notice") thereof to the other party. The Breach Notice shall specifically identify the material breach and specifically request the required remedy.
2. Payments. SRES shall invoice the Town on a monthly basis for the services being provided. The total of the annual monthly payments to SRES shall be \$150,000 (12 payments of \$12,500). Payment shall be remitted within fifteen (15) days from the date of each invoice with invoices to be submitted beginning

July 1, 2013 and on the first of each month thereafter throughout the Term of this Agreement. SRES shall annually provide to the Town's Town Administrator an audited financial statement for the most recent fiscal year reporting period.

3. Advanced Life Support (ALS) Services. SRES will provide Class I Advanced Life Support ambulance service to the Town as defined by Massachusetts General Laws, Chapter 111C, Section 4 and the Massachusetts Ambulance Regulations, 105 CMR 170.000. This service shall be fully staffed twenty-four (24) hours per day seven (7) days per week for the Term of this Agreement. The Advanced Life Support service shall be as follows:
 - a) SRES shall maintain at least two (2) fully equipped Class I ALS ambulances (as described in the EMS Service Zone Plan in Item 3.d, as amended from time to time) licensed by the Commonwealth of Massachusetts, Department of Public Health, Office of Emergency Medical Services as required by Massachusetts General laws, Chapter 111C and defined under 105 CMR 170.455, as may be amended from time to time, to residents and persons located within the geographical boundaries of the Town of Spencer requiring said emergency medical attention and service. SRES shall operate and staff one (1) Class I ALS ambulance (as described in Item 3.b) twenty-four (24) hours per day, seven (7) days per week for the duration of this agreement. Said ambulance shall be dedicated and reserved solely to provide primary service to the Town of Spencer and shall serve as a backup ambulance to the Town of Paxton as set forth in item 3(c). SRES shall continue to provide Mutual Aid and Advanced Life Support Intercept Services to surrounding communities as has been established by past practice. SRES shall have authority and control over the ambulance services provided by its agents, servants and employees, including the use of its equipment.
 - b) The dedicated Advanced Life Support (ALS) ambulance shall be manned twenty-four (24) hours per day, seven (7) days per week for the duration of this agreement by one (1) EMT-Paramedic as defined under 105 CMR 170.840 and one (1) EMT-Intermediate as defined under 105 CMR 170.820 or one (1) EMT-Basic as defined under 105 CMR 170.810. The Town Dispatchers will be notified immediately in the event SRES is forced to staff at any level below the Advanced Life Support paramedic level. SRES will be responsible for advising the Town in writing of the reason(s) for such occurrence in accordance with Section 11. All EMTs employed by SRES shall be credentialed and approved by the SRES Medical Director.
 - c) Primary backup resources shall be made available to the Town when the dedicated unit as described in item 3(a) is already committed to a medical aid call in the Town. SRES shall provide primary Advanced Life Support (ALS) backup to the Town through its agreement with the Town of Paxton and by use of the SRES ambulance dedicated to the Town of Paxton. In addition, the SRES ambulance dedicated to the Town shall serve as the primary backup ambulance to the Town of Paxton when their dedicated unit is already committed to a medical call. For the purpose of this subsection, the term "Committed" shall mean, when the dedicated ambulance leaves the garage to answer an emergency call. In the event that both SRES ALS ambulances are committed at the same time, the Town shall call for mutual aid from the appropriate surrounding community.

- d) SRES shall comply with Local EMS Performance Standards as set forth in Part C of the EMS Service Zone Plan (as may be amended from time to time) as reviewed and approved by the Town, SRES and the Commonwealth of Massachusetts Office of Emergency Medical Services on November 30, 2010. Standards include but are not limited to response time, staffing requirements, deployment of services, and adequate back up. A copy of the Service Zone Plan is included with this Agreement.
 - e) SRES shall respond to all working fire calls as requested by the Spencer Fire or Police Departments. It is agreed by both parties that there may be other emergency service events that when requested by Spencer Fire or Police, SRES will respond.
 - f) SRES shall assign a liaison to meet with the Town officials on a monthly basis to work with the Town on operational issues. In addition, the Executive Director will be available to meet with Town officials to review and answer any questions or concerns with regards to contract performance standards.
4. Licensure and Qualifications. SRES shall comply with all relevant law, regulatory requirements and professional standards applicable to its certifications, licensure, and levels of service and care, including but not limited to applicable Federal laws as well as regulations of the Commonwealth of Massachusetts, Department of Public Health concerning ambulance services and EMTs as well as treatment protocols established by the Commonwealth of Massachusetts, Department of Public Health, Office of Emergency Medical Services.
5. Personnel. All SRES personnel assigned to staff ambulances shall have training required by Chapter 111C of the General Laws and the Regulations issued pursuant thereto (105 CMR 170) and must be certified by the Massachusetts Department of Public Health. SRES employees, servants and agents shall not be deemed Town employees for either Workman's Compensation or Unemployment Compensation or for any other purpose. SRES shall provide the Fire Chief annually with a complete employee roster and their certification level as well as of all NIMS compliance documentation. SRES will notify the Fire Chief of any changes to the roster.
6. Vehicles/Equipment. SRES shall, at its sole cost and expense, maintain all ambulances as described in Item 3, that are assigned to provide service to the Town in good working order and such ambulances shall be properly equipped at all times. All ambulances used to provide services in the Town shall be inspected and licensed by the Commonwealth of Massachusetts.
7. Dispatch Procedures. The Town will continue to provide emergency medical dispatch services to SRES for all emergency medical service calls. The Town will continue to follow dispatch protocols as previously agreed to by SRES and pursuant to review and revision. SRES and the Town will review the dispatch protocols as needed for changes and/or improvements. The Police Chief shall represent the Town in all matters related to dispatch services. In accordance with relative law pertaining to dispatch, the Police Chief shall have final determination in all matters relating to dispatch procedures. SRES shall be responsible to maintain all of its communications equipment for operational purposes, including equipment located at 302 Main Street, Spencer, MA. The Town shall be responsible for all other communication equipment located within the Town Dispatch Center.

8. Billing for Advanced Life Support Services. SRES shall have the exclusive right and responsibility to bill and collect for ambulance services provided pursuant to this Agreement. SRES shall keep all fees generated through emergency medical services provided by its ambulances. SRES shall bill for emergency medical services at its usual and customary rates. Said rates may be adjusted from time to time as determined by SRES's Board of Directors.
9. Cooperation/Coordination of Care. The Town and SRES shall cooperate in providing, and shall work together to coordinate the delivery of ambulance services.
10. Training. SRES agrees to provide CPR and First Aid Training to any Town employee wishing to take the course and First Responder training to any public safety employee (Police, Fire, SEMA) at no cost to the Town. Such training will be provided at times mutually agreed upon by both parties and will take place a minimum of twice per year.
11. Operational Statistics. The Town reserves the right to conduct monthly reviews of service as provided by SRES as performed under this Agreement. As part of the monthly invoice/payment procedure outlined in Item 2., SRES will provide monthly and year-to-date documentation regarding ambulance service operations, including but not limited to the number of medical responses and the breakdown between ALS and BLS, the number of times mutual aid was called to assist SRES, the number of times SRES provided mutual aid to other communities, staffing configurations, the number responses to working fires or other emergency service events, response times and explanations for any responses which exceed the requirements as set forth in Part C of the of the EMS Service Zone Plan (as may be amended from time to time). SRES will address all concerns with regards to quality of service and consumer complaints with the appropriate Town officials.
12. Confidential Information. During the term of this Agreement, the parties may inadvertently have access to confidential information or documents of the other party ("Confidential Information"). Neither party shall, at any time or in any manner, either directly or indirectly, use any Confidential Information for its own benefit, or divulge, disclose, or communicate Confidential Information to any third party, without the prior written consent of the other party, except to the extent that such disclosure is required pursuant to the Massachusetts Public Records Law, MGL c. 66, §10, or any other applicable law or regulation, or pursuant to an appropriate court order.
13. Insurance. SRES shall be required to maintain at its own expense, mandatory insurance contracts in accordance with the General Laws Chapter 111C, Section 3 as most recently amended. However, in no event shall insurance limits be less than the following:

Automobile Liability Bodily Injury and Property Damage	\$1,000,000
Commercial General Liability	\$1,000,000
Professional Liability	\$1,000,000
Umbrella Policy (Auto/GL/Professional)	\$3,000,000
Workman's Compensation	Statutory

The Town shall be named as additional insured on the policies and appropriate certificates of insurance shall be provided to the Town before any work begins under this Agreement. Such policies shall be non-cancelable and non-modifiable absent ten (10) day prior notification to the Town.

14. Tax Compliance. Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), the authorized signatory of SRES, does hereby certify under the pains and penalties of perjury that said SRES has complied with all laws of the Commonwealth of Massachusetts relating to taxes and shall continue as such throughout the Term of this Agreement.
15. Governing Law; Effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Upon either party's good faith determination, on the basis of events occurring subsequent to the date of this Agreement, that the Agreement fails to comply in a material way with any provision of federal, state or local law, and after notice thereof has been given by that party to the other party, the parties shall promptly meet within a period of ninety (90) days and using good faith and due diligence shall attempt to agree upon a new structure that will satisfy the business objectives of the Agreement and legal requirements. If, by the end of the ninety (90) day period the parties have agreed upon a new structure, then the parties may amend this Agreement. If, by the end of the ninety (90) day period the parties have failed to agree upon a new structure and either party continues to take the position that the Agreement fails to comply in a material way with applicable law, then this Agreement shall automatically terminate.
16. Assignment. This Agreement shall only be binding upon and inure to the benefit of the parties hereto and is not assignable by either party. No person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of the Agreement against either of the parties hereto. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and are enforceable only by the parties hereto.
17. Indemnification. SRES shall be solely responsible for any damages to personal property to the extent that such damages are caused by SRES, its agents, servants or employees acting within the scope of their duties, or caused by its equipment. SRES shall further be responsible for all personal injury and death claims to the extent that such claims result from negligence or wrongful acts of SRES, its agents, servants or employees acting within the scope of their duties, or from a malfunction of its equipment. SRES further agrees to indemnify and hold the Town harmless against any and all such claims arising out of SRES's performance under this Agreement.
18. Severability. If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall be binding with the same effect as though void or unenforceable parts were deleted.
19. Authority. Each party warrants and represents that the officers or agents executing this Agreement are authorized to do so and that each party is authorized to participate in the Agreement pursuant to its respective corporate or municipal bylaws or charter.
20. Warranties. SRES warrants and represents that it shall remain ready and able to provide the professional ambulance services required under this Agreement throughout the term of this

Agreement. SRES warrants and represents that throughout the Term of this Agreement it shall maintain its license to provide advanced life support ambulance services as required herein. SRES understands and agrees that it is of paramount importance to the public health and safety of the residents of the Town that the ambulance services required under this Agreement be provided without interruption throughout the Term of this Agreement. SRES therefore represent and warrants that it will endeavor to maintain its financial stability throughout the Term of this Agreement.

21. Miscellaneous.

- a) Other Revenues. The Town is aware that SRES will continue to supplement its emergency medical services revenue through its annual subscription drive and such other revenue generating activities deemed appropriate by its Board of Directors.
- b) Grant Funds. Should the Town or SRES become aware of EMS related grant funding for equipment, training, etc. for which the Town is eligible to apply, but for which SRES would not be independently eligible to apply, the Town, if determining it to be in the best interest of the community, may apply for such funding on behalf of SRES provided that said grant application would not disqualify the Town from any other grant application.

22. Notice. Unless otherwise specified in an Attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated below:

TO: Spencer Rescue & Emergency Squad, Inc.:

Executive Director
Spencer Rescue & Emergency Squad, Inc.
P.O. Box 147
Spencer, MA 01562

TO: Town of Spencer:

Town Administrator
Town of Spencer
Memorial Town Hall
157 Main Street
Spencer, MA 01562

23. Entire Agreement. This Agreement represents the entire Agreement between the parties and except as otherwise provided this Agreement may not be amended, modified, or terminated except by a written instrument duly executed by authorized representatives of each party to this Agreement.

SRES and the Town recognize that there may be modifications to the requirements in this Agreement pertaining to the provision of emergency ambulance service to the Town, which modifications may be beneficial to both SRES and the Town. Notwithstanding anything to the contrary in the Agreement, SRES and the Town agree that if at any time during the Term of this Agreement, SRES and the Town

both determine that it is to their mutual benefit to make any such modifications, SRES and the Town may agree in writing, signed by both parties, to implement said modifications for a trial period or for the remainder of the Term of this Agreement.

The parties understand and agree that this Agreement and any Exhibits supersede all other oral and written agreements and negotiations by the parties relating to the services under this Agreement. This Agreement shall not be binding against either party unless both parties have signed below.


IN WITNESS WHEREOF, SAID TOWN OF SPENCER has caused its corporate seal to be hereto affixed and this contract to be executed in its name and behalf by the Town Administrator and SRES acting by and through its Executive Director, has executed this agreement upon this day and year.

Date: JUNE 11, 2013

For: Town of Spencer

Adam Gaudette, Town Administrator

Date: JUNE 11, 2013

For: Spencer Rescue & Emergency Squad, Inc.

Gary D. Suter, Executive Director